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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

JUSTIN HOLMBY and RUBEN SILVA on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

CARDINAL LOGISTICS MANAGEMENT
CORPORATION,

Defendant.

CASE NO. 15-cv-03382-RS

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

DATE: August 11, 2016
TIME: 1:30 p.m.
CTRM: 3, 17th Floor
JUDGE: Hon. Richard Seeborg

Complaint Filed: June 22, 2015

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On August 11, 2016, the Court heard an unopposed Motion for Preliminary Approval of Class Action Settlement by Plaintiffs Justin Holmby and Ruben Silva. The Court has considered the Memorandum of Points and Authorities in Support of Preliminary Approval and the Notice of Settlement of Class and attached exhibits and hereby finds and orders as follows:

1. The Court finds on a preliminary basis that the Settlement Agreement, filed with the Court as Exhibit 1 to the Declaration of Christina A. Humphrey, falls within the range of reasonableness and, therefore, meets the requirements for preliminary approval.

2. The Court certifies, for settlement purposes only, the following class ("Class") described in the Motion for Preliminary Approval:

All drivers employed by Cardinal in the State of California from April 18, 2012, continuing through and including the date of the Court's preliminary approval of the Settlement.

3. The Court finds, for settlement purposes only, the requirements of Federal Rule of Civil Procedure 23(a) and Federal Rule of Civil Procedure 23(b)(3) are satisfied.

4. This Order, which conditionally certifies a class action for settlement purposes only, shall not be cited in this or any matter for the purpose of seeking class certification, opposing decertification, or for any other purpose, other than enforcing the terms of the Settlement Agreement.

5. The Court appoints for settlement purposes only, as the Class Representatives, Justin Holmby and Ruben Silva.

6. The Court appoints for settlement purposes only, Christina A. Humphrey of Humphrey Rist LLP and David Mara of The Turley Law Firm, APLC, as Class Counsel for the purposes of Settlement and the releases and other obligations therein. CPT Group is appointed as Settlement Administrator.

7. The Class Notice, attached to the Settlement Agreement (which is Exhibit 1 to the Declaration of Christina A. Humphrey in Support of Plaintiffs' Motion for Preliminary Approval) as Exhibit A, and the Election Not to Participate and Class Member Information Sheet also attached to the Settlement Agreement as Exhibit A, respectively, are approved.

1 8. The Settlement Administrator is ordered to mail those documents to the Class
2 members as provided in the Settlement Agreement. The Court finds that this notice is the best
3 notice practicable under the circumstances and is in compliance with the requirements of Fed. R.
4 Civ. P. 23 and applicable standards of due process.


5 9. Each Class Member will have thirty (30) days after the date on which the Settlement
6 Administrator mails the Class Notice to object to the Settlement by serving on the Settlement
7 Administrator, Class Counsel, and Counsel for Defendant, and filing with the Court, by the thirty
8 (30) day deadline, a written objection to the Settlement. The time to object shall be extended by ten
9 (10) calendar days for any mailings returned to the Claims Administrator.

10 10. Each Class Member who wishes to be excluded from the Settlement shall submit the
11 appropriate Election Not to Participate (attached as Exhibit A to the Settlement Agreement, which is
12 Exhibit 1 to the Declaration of Christina A. Humphrey). To be effective, such Election Not to
13 Participate forms must be sent to the addresses provided and postmarked no later than 30 days from
14 the date the notice is first mailed, or in the case of returned mailings, 30 days from the date of re-
15 mailing.

16 11. If the Settlement Agreement is not finally approved by the Court or for any reason is
17 terminated or otherwise does not become effective, the following will occur: (1) this Preliminary
18 Approval Order, and all of its provisions, will be automatically vacated; (2) the case will proceed as
19 if no settlement has been attempted and notice will be provided to the putative class members that
20 the settlement will not proceed and that, as a result, no payments will be made; (3) no party shall be
21 deemed to have waived any claims, objections, rights, or defenses, or legal arguments or positions,
22 including, but not limited to, objections to class certification and claims and defenses on the merits;
23 (4) no term or draft of the Settlement Agreement, or any aspect of the Parties' settlement
24 discussions, including related documentation, will have any effect or be admissible into evidence for
25 any purpose in the case or in any other proceeding; and (5) the Defendants shall have no obligation
26 to pay all or any part of the settlement.

1 During the Court's consideration of the settlement and pending further order of the Court, all
2 proceedings in this case, other than proceedings necessary to carry out the terms and provisions of
3 the Settlement Agreement, or as otherwise directed by the Court, are hereby stayed and suspended.

4
5 DATED: 8/15/16


Hon. Richard Seeborg
United States District Judge